

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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U.S. FOODSERVICE-CONTRACT DESIGN  
A DIVISION OF U.S. FOODSERVICE, INC.

Case No.  
5: 06 CV 218 (NAM/GHL)

Plaintiff,

-against-

HUNT CONSTRUCTION GROUP, INC.  
and JOHN DOES NOT 1-2,

Defendants.  
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JAN - 9 2008

Stipulation of Dismissal

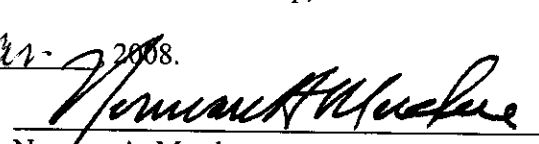
Plaintiff U.S. Foodservice—Contract Design, A Division of U.S. Foodservice, Inc. and Defendant Hunt Construction Group, Inc., by their respective counsel, stipulate and agree that this action should be, and is, dismissed with prejudice; each party to bear his and its own costs and expenses.

Respectfully submitted,

/s/  
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Counsel for Plaintiffs U.S. Foodservice-Contract  
Design, A Division of U.S. Foodservice, Inc.

/s/  
\_\_\_\_\_  
MICHAEL S. MCNAMARA  
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Counsel for Defendant,  
Hunt Construction Group, Inc.

IT IS SO ORDERED, this 9<sup>th</sup> day of Jan, 2008.

  
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Norman A. Mordue  
Chief United States District Judge